

REQUEST FOR PROPOSAL

**(Directorate of Administration, Integrated Headquarters
Ministry of Defence (Navy), 'A' Block Hutments, Dara Shikoh Road
New Delhi - 110011)**

To,

M/s _____

Request for Proposal (RFP) No DA/ST/0579/RC/UPS Batteries Dated Mar 19

**INVITATION OF QUOTATIONS FOR RATE CONTRACT FOR
PROCUREMENT OF UPS BATTERIES**

Bids under (Two Bid System) are invited by IHQ MoD (N)/ **Directorate of Administration (Stores)** for and on behalf of President of India for conclusion of Rate Contract of UPS Batteries listed in **Para II** of this RFP for a period of **One year and extendable for further period of two years** subject to satisfactory performance of the firm from the date of signing of contract.

1. Name/designation of the contact personnel: **Sanjeev Thapa, Capt (TS) (Admin)-Stores**
2. Telephone numbers of the contact personnel: **011-23010278**
3. Fax number: **011 – 23010313**
4. This RFP is divided into five Parts as follows:
 - (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Supply order with the successful Bidder.
 - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the supply order with the successful Bidder.
 - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Sanjeev Thapa)
Captain
Capt (TS) (Admin)-Stores

Part I – General information

1. **Critical Dates.** The critical dates with respect to the tender are tabulated below:

| CRITICAL DATE SHEET | | | |
|----------------------------|---------------------------------|--|-----------------|
| S no. | Description | Date | Time |
| 1 | Published Date | 13 Mar 19 | - |
| 2 | Pre bid Conference | 20 Mar 19 | 1100 Hrs |
| 3 | Bid Submission End Date | 11 Apr 19 | 1430 Hrs |
| 4 | Tech Bid Opening date (On line) | 11 Apr 19 | 1500 Hrs |
| 5 | Commercial Bid Opening date | Will be intimated in due course after technical evaluation | |

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed quotations should be either dropped in the Tender Box marked as **“DOA”** or sent by registered post at the address given above so as to reach by the due date and time. **EMD** is to be submitted in a separate envelope and it should be clearly marked. **In case, EMD is submitted inside the envelope along with bids, the bids will be rejected.** Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency). Envelop should contain the following:-

- (a) Earnest Money Deposit (EMD)
- (b) Commercial bid
- (c) Technical Bid

3. **Time and Date for Opening of Bids: 11Apr 19 at 1500 Hrs**
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** Reception of ‘A’ Block Hutments, Opposite Gate No.9, South Block, New Delhi (Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid).

5. **Place of Opening of the Bids:** Directorate of Administration ‘A’ Block Hutments, Dara Shukoh Road, New Delhi – 110011 (The Bidders may depute their representatives, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative).

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

- 7. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
- 8. Two-Bid system.** The vendor will have to submit two separate bids, in two separate envelopes. One envelope will be marked as Technical Bid and will contain the technical bid only. The other will be marked as Commercial Bid and will contain the Commercial Bid. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
- 9. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 10. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 12. Validity of Bids:** The Bids should remain valid for **120 days** from the last date of submission of the Bids.
- 13. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 75,000/-** in favour of **CNS Public Fund (contingency fund A/c No - 2)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

14. Certificates by Vendor. It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A', Compliance matrix at Appendix 'B', and Fall Clause Certificate at Appendix 'C' to this RFP and submit the same along with the bid submitted.

15. Pre Bid Vendor Conference:To bring all vendors at par, a pre bid vendor conference will be organized on **20 Mar 19** at **1100 hrs** in the **Conference Hall A Block**. All vendors should attend this conference. A maximum of two representatives of a vendor would be permitted to attend the conference. The Buyer will answer all questions raised by vendors during this conference. If any question cannot be answered immediately, written replies will be sent to all vendors. A summary of all questions asked and answers provided will be subsequently forwarded to all vendors irrespective whether the vendor had attended the conference or not. All vendors will be deemed to have attended the conference even if a vendor remains absent and does not attend the conference. After the conference, the buyer may not entertain any clarifications from the vendors, on the technicalities of the tender enquiry. However, the buyer reserves the right to seek clarifications on the T-bids submitted by the vendors during technical evaluation of the bids.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items / services required for RC for One Year and extendable for further two years subject to satisfactory performance is as follows:

| Ser | Description | Deno | Qty required annually |
|-----|-----------------|------|-----------------------|
| 1 | 12 V 7 AH UPS | No. | 1800 |
| 2 | 12 V 17 AH UPS | No. | 120 |
| 3 | 12 V 100AH UPS | No. | 250 |
| 4 | 12 V 135 AH UPS | No. | 36 |
| 5 | 12 V 150 AH UPS | No. | 60 |
| 6 | 12 V 180 AH UPS | No. | 36 |
| 7 | 12 V 200 AH UPS | No. | 34 |
| 8 | 12 V 9AH UPS | No. | 120 |
| 9 | 12 V 12 AH UPS | No. | 120 |
| 10 | 12 V 26 AH UPS | No. | 720 |
| 11 | 12 V 42 AH UPS | No. | 670 |
| 12 | 12 V 65 AH UPS | No. | 350 |
| 13 | 12 V 75 AH UPS | No. | 180 |

2. Technical Details:

(a) Installation / commissioning of batteries, wherever applicable, shall be taken by the successful bidder (Contractor) free of cost. The seller will require to carry out installation / commissioning on as and when required basis as per direction of the buyer.

(b) **Buy Back of Old Batteries.** The bidder shall offer his items (batteries) against Buy Back of old batteries i.e. old batteries installed in the UPS which will be replaced by the contractor would be handed over to the contractor by the buyer / user. The old batteries can be of any make / model, the same shall be accepted by the contractor. However, for supply of new batteries he should quote his rates only for the brands indicated in his bid.

3. Eligibility Criteria : The firm fulfilling the following eligibility criteria will be considered for opening of their Commercial-Bids :-

(a) The firm should be highly reputed and established, located in Delhi/ National Capital Region. Documentary proof with respect to local office address to be enclosed.

(b) List of clients government /private organisations. Documentary evidence to be enclosed.

(c) OEM certificate.

(d) The firm must have successfully executed Rate Contract / Supply Orders of Similar item to Govt. organisations with consolidated value of the Rate Contract / Supply Orders not less than **Rs 25 Lakhs/year** in any of the last three financial years. Documentary evidence to be enclosed.

(e) Average annual financial turnover during the last three years, ending 31st Mar of the previous financial year from the date of opening of technical-bid, should not be less than **Rs. 1 Crore** per financial year. Documentary evidence to this effect duly attested by CA should be submitted alongwith the technical bid.

- (f) Firm must have valid GST Registration Certificate. A copy of the certificate alongwith receipt of the last tax paid to be enclosed.
- (g) Firm must have valid PAN Card. A copy of the same should be enclosed.
- (h) Last three years Income Tax return to be enclosed

4. **Two-Bid System.** The quotation must be submitted by the bidder under two-bid system i.e. Technical-Bid and Commercial Bid to be submitted as per formats at **Appendix-'A'** and **Appendix-'C'**. The documents mentioned in Para 3 above should be enclosed/uploaded with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

5. **Scope of Rate Contract.** The proposed Rate Contract will be an agreement between the purchaser and lowest bidder(s) (supplier) to supply the items included in this tender at specified prices, terms & conditions during the period of the contract. RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawal is guaranteed. As the RC is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

6. **Delivery Period**– Delivery period for supply of items would be **30 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

7. **Consignee Details** –DOA (Stores), Integrated Headquarters – Ministry of Defence (Navy), 'A' Block Hutments, Dara Shikoh Road, New Delhi – 110 011.

8. **Support Staff.** The personnel deputed for product support must have adequate knowledge of installation, functioning and defect rectification of supplied Rastor to Vector software.

9 **Security Clearance.** The vendor should provide police clearance certificate for the nominated product support personnel within 40 days from placing of order on the firm.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-7. (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the **Seller is the Original Manufacturer of the stores/provider of the services referred to in this Contract** and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the

Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement for compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts**. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents**. Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages**. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part there of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract**.The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) Upon the buyer's discretion within a notice period of 30 days.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilized the service of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) Breach of Contractual Obligations.
- (e) Breach of security by the employees of the firm.
- (f) Misbehaviour/Indiscipline by the employees of the firm.
- (g) As per decision of the Arbitration Tribunal.
- (h) Non Submission of PBG within stipulated time.
- (j) Non adherence to the terms and conditions as specified in contract agreement.
- (k) Upon the buyer discretion within a notice period of 30 days
- (l) Unilaterally, if services are not found to be satisfactory or breach of any contract clauses with 30 days' notice.

10. **Notices**. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Taxes and Duties.**

(a) The bidders are required to quote the prices on '**All exclusive**' basis i.e. the basic prices shall be exclusive of all Government taxes and levies applicable. **The Government taxes and levies should be mentioned separately in the quote.** In case, the Government taxes and levies applicable not mentioned specifically/ separately in the quote, the rate quoted by the firm will be considered 'All inclusive' and the seller/contractor shall have no right to claim for the same.

(a) Any change in any duty/tax upward/downward as a result of any statutory variation in various duties taking place within supply order terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

14. **Input Tax Credit/ Anti-Profiteering Clause:-** The seller confirms that any decrease in the total costs due to changes in the tax structure after implementation of GST or due to benefit of Input Tax Credit during the period of the contract, will be passed to the buyer.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10% of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Option Clause.**N/A
3. **Repeat Order Clause.** N/A
4. **Payment Terms.**It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The 100% product payment on delivery and acceptance of respective purchase order.
5. **Advance Payments.** No advance payment(s) will be made.
6. **Paying Authority.** DCDA (N), West Block V, RK Puram will be the Paying Authority. The payment of bills will be made within 45 days on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (a) Ink-signed copy of contingent bill/ Seller's bill.
 - (b) Ink-signed copy of Commercial invoice/ Seller's bill.
 - (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (d) CRVs in duplicate.
 - (e) Performance Bank guarantee/ Indemnity bond where applicable.
 - (f) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - (g) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - (h) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
 - (j) User Acceptance.
 - (k) Xerox copy of PBG.
7. **Fall Clause.**The following fall clause will form part of the contract placed on successful Bidder –
 - (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the

purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Dept of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to DOA.

8. **Risk & Expense clause.**

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

(c) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **50%** of the value of the contract.”

9. **OEM Certificate.** In case the seller is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs does not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

10. **Earliest Acceptable Year of Manufacture.**The manufacturing date of batteries should be of year 2019 or above.

11. **Transportation.** The successful bidder will be responsible for bearing all transportation costs to the Consignee Premises unless any deviations are mutually agreed upon by the BUYER and the SELLER.

12. **Inspection Authority.** The Inspection will be carried out by any officer/board nominated by PDOA. The mode of Inspection will be Departmental Inspection/ User Inspection.

13. **Quality:** As prescribed by OEM.
14. **Warranty:** The seller warrants the stores for a period of 12 months from the date of acceptance of stores or date of installation and commissioning. Whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects failures.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) Bids received from the bidders will be checked for correctness as per the Price bid format and the **total amount excluding taxes** quoted by the Bidders will be compared with each other. The Bidder quoting the lowest amount exclusive of taxes will be considered as overall L1 amount and for award of contract provided he is ready to match the lowest rates quoted by other Bidders for particular range of items where his rates are higher. In case it is not acceptable to **overall L1**, the buyer will have the right to consider the different bidders lowest for particular range of items. Thereafter, the total amount quoted by overall L1 and the total amount arrived quoted by different Bidders will be compared and among both the options whichever is the lowest will be considered for award of contract after complete clarifications and Price Negotiations. **In case overall L1 is considered, the entire contract will be awarded to him, otherwise contracts will be awarded to different bidders lowest for a particular range of items.** The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time. (L1 will be determined on the rate obtained after subtracting the buy back rate from the rate of new items) .
 - (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (d) If in case, any miscalculation of price comes in commercial bid, on part of addition/subtraction/multiplication/division of any tax/duty/levies or any else, whatever the case may be for the purpose to determine L1, the calculation will be corrected without changing unit price and quantity at all.
 - (e) Any other criteria as applicable to suit a particular case.
 - (f) Any fictitious quote or any quote with unreasonably low amount will be rejected.

COMPLIANCE MATRIX BY THE VENDOR

| Srl. | Tendered Parameters / Eligibility Criteria | Details to be furnished by the tenderer | Documentary Evidence required to be attached | Compliance by the tenderer (Yes / No) |
|------|---|---|---|---------------------------------------|
| 1. | Average Annual financial turnover during last three years, ending 31 st Mar of the previous financial year from the date of opening of T-Bids, should not be less than Rs. 01 Crore per FY | | Audited Balance Sheet for the last three FYs to be enclosed. | |
| 2. | The firm must have successfully executed Rate Contract / Supply Orders of Consumable / Similar Items as included in this Rate Contract to Govt. Organisations with consolidated value of the Rate Contract / Supply Order not less than Rs.25 Lakhs/Year in any of the last three financial years. | | As documentary evidence of the eligibility criteria mentioned at serial 2, copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed | |
| 3. | Bidder must have valid GST Registration Certificate. | | A copy of the certificate alongwith receipt of last tax paid should be enclosed. | |
| 4. | Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid. | | A copy of the PAN Card should be enclosed. | |
| 5. | Details of Earnest Money Deposit (EMD) as per details given in para 14 of Part-I of RFP/TE. (Indicate DD/Pay Order/FDR No., amount, date of issue and issuing Bank/Branch). | | EMD to be submitted in original. | |
| 6. | Compliance to the Schedule of Requirement (Refer Para 1 of Part-2 of the RFP/TE). Format for the same is at Annexure-B | | N/A | |
| 7. | Acceptance of All Terms & Conditions of the | | N/A | |

| | | | | |
|-----|---|--|--|--|
| | RFP/TE. | | | |
| 8. | Office at Delhi | | | |
| 9. | Pre bid meeting attended by firms' representative | | | |
| 10. | OEM Certificate | | | |

Office seal

Place:

Dated:

(Signature of the Tenderer)

Annexure-B

Refer Para 1 of Part-II and Srl. 6 of Appendix-‘A’

COMPLIANCE MATRIX OF ITEMS/SPECIFICATIONS OFFERED BY VENDOR
VIS-A-VIS RFP/TE(TECHNICAL BID)

| SL No | ITEM DESCRIPTION | DENO | Specification of item offered (indicate Brand/Model/with brief description/specific ation of items, wherever applicable | Compliance to RFP and Sample (Yes/No) | In case of non-compliance, deviation from RFP to be specified unambiguous terms |
|--------------|-------------------------|-------------|--|--|--|
| 1 | 12 V 7 AH | Nos | | | |
| 2 | 12 V 17 AH | Nos | | | |
| 3 | 12 V 100AH | Nos | | | |
| 4 | 12 V 135 AH | Nos | | | |
| 5 | 12 V 150 AH | Nos | | | |
| 6 | 12 V 180 AH | Nos | | | |
| 7 | 12 V 200 AH | Nos | | | |
| 8 | 12 V 9AH | Nos | | | |
| 9 | 12 V 12 AH | Nos | | | |
| 10 | 12 V 26 AH | Nos | | | |
| 11 | 12 V 42 AH | Nos | | | |
| 12 | 12 V 65 AH | Nos | | | |
| 13 | 12 V 75 AH | Nos | | | |

Appendix 'C'**Refer para 4 of Part-II and Para 1(c) of Part-V of the RFP/TE****FORMAT FOR SUBMISSION OF PRICES (PRICE –BID)**

1. **Price Bid Format** : The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

| SN | UPS Battery description | DENO | Estimated Annual consumption | Make/ Model | Rate per unit in Rs. (for new batteries) | Rate per unit in Rs. for buy back of old batteries | Final Unit Rate (in Rs.) | GST | Amount (in Rs) |
|-----|-------------------------|------|------------------------------|-------------|--|--|--------------------------|-----|----------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h)=(f-g) | (j) | (k) |
| 1 | 12 V 7 AH | No. | 1800 | | | | | | |
| 2 | 12 V 17 AH | No. | 120 | | | | | | |
| 3 | 12 V 100AH | No. | 250 | | | | | | |
| 4 | 12 V 135 AH | No. | 36 | | | | | | |
| 5 | 12 V 150 AH | No. | 60 | | | | | | |
| 6 | 12 V 180 AH | No. | 36 | | | | | | |
| 7 | 12 V 200 AH | No. | 34 | | | | | | |
| 8 | 12 V 9AH | No. | 120 | | | | | | |
| 9 | 12 V 12 AH | No. | 120 | | | | | | |
| 10 | 12 V 26 AH | No. | 720 | | | | | | |
| 11 | 12 V 42 AH | No. | 670 | | | | | | |
| 12 | 12 V 65 AH | No. | 350 | | | | | | |
| 13 | 12 V 75 AH | No. | 180 | | | | | | |

Appendix 'D' of RFP
Refer Para IV of Part IV

CERTIFICATE OF FALL CLAUSE

(It is mandatory to submit this Certificate, failing which the bids will be rejected)

We certify that there has been no reduction in price of the general consumable items supplied to the Government under the contract herein and such stores and department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government, as the case may be, upto the date of bill/the date of completion of supplies against all orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract.”

Office Stamp

Signature of Bidder